



**Millennium Challenge Corporation
Combined Synopsis Solicitation
Associate Director**

Department of Policy and Evaluation (DPE) / Monitoring and Evaluation (M&E)

Date Posted: July 07, 2016

Announcement Number: MCC-16-RFQ-0162

Title: Associate Director

Position Information: Intermittent, Personal Services Contractor (PSC)
One year (1,664 hours per year), renewable for up to an additional 4 years at the sole discretion of the government

Pay Band: **3B** (\$39.77 - \$68.43 per hour)
The PSC may receive a pay supplement of up to 30% of the employee's direct labor cost in lieu of fringe benefits. Proposed pay supplement shall be indicated in Block 4 of the Biodata Form (Addendum 3).

Closing Date for Questions: July 13, 2016 Noon Eastern Time

Submission Deadline: August 04, 2016 Noon Eastern Time

Who May Be Considered: U.S. citizens or legal, permanent residents with a minimum of five years residency history

Duty Location: Washington, DC., US, MCC eligible countries, other US and foreign cities (as required for outreach purposes), and/or at the PSC's home of record.

1. INTRODUCTION AND BACKGROUND

This position is located in the Department of Policy and Evaluation (DPE), Millennium Challenge Corporation (MCC). The mission of the Policy and Evaluation Department is to provide management oversight for the development and implementation of policy and best practices related to country eligibility, economic analysis and monitoring and evaluation, knowledge management and policy reform. DPE manages the MCC's Threshold Program and formulates strategies that leverage MCC impact with foundations; international donors and other U.S. Government agencies.

MCC is a U.S. Government corporation whose mission is to provide assistance that will support economic growth and poverty reduction in carefully selected developing countries that demonstrate a commitment to just and democratic governance, economic freedom, and investments in their citizenry. To receive assistance, eligible countries are required to enter into a public agreement (Compact) with the MCC that includes a multi-year plan for achieving shared development objectives and the responsibilities of each country in achieving those objectives, regular benchmarks to measure progress, multi-year financial plan, and a plan to ensure accountability for the use of MCA assistance.

2. SCOPE OF POSITION

The PSC will provide oversight of land monitoring and evaluation efforts for MCC's monitoring and evaluation team. Specifically, the PSC will manage MCC's land evaluation portfolio to develop and oversee the implementation of effective compact and post compact monitoring and evaluation

frameworks, communicate MCC land evaluation findings to other MCC departments and external stakeholders and assist in representing MCC for USG efforts related to land monitoring and evaluation.

3. PERSONAL SERVICES CONTRACT

MCC is authorized to enter into a contract with an individual as a Personal Services Contractor (PSC) under the authority of Section 614(a) (8) of the Millennium Challenge Act of 2003.

A personal services contract is different from non-personal services Government contract, which establishes an independent contract relationship. Under a non-personal services contract, the contractor or employees of the contractor are subject to the technical direction but not the supervision of the MCC. As defined by the [Federal Acquisition Regulation](#) (FAR) 37.104, a personal services contract is characterized by the employer-employee relationship it creates between the Government and the contractor personnel. Thus, the PSC is subject to the relatively continuous technical direction, supervision, and control of the MCC. PSCs may be assigned inherently governmental duties (see FAR 7.502). By law and by the contract's terms, the PSC is subject to most of the laws, rules and regulations applicable to the direct hire employee such as MCC regulations, conflict of interest, under some circumstances MCC authorized employment security clearances and financial disclosure. However, under the MCC personal services contract authority, PSCs are not employees for purposes of laws administered by the Office of Personnel Management (OPM). The following elements apply to this contract:

- (1) Performance in Washington, D.C., US, MCC eligible countries, other US and foreign cities (as required for outreach purposes), and/or at the PSC's home of record.
- (2) Principal tools and equipment furnished by the Government.
- (3) Services are applied directly to the integral effort of agencies or an organizational subpart in furtherance of assigned function or mission.
- (4) Comparable services, meeting comparable needs, are performed in the same or similar agencies using civil service personnel.
- (5) The need for the type of service provided can reasonably be expected to last beyond 1 year.
- (6) The inherent nature of the service, or the manner in which it is provided, reasonably requires directly or indirectly, Government direction or supervision of contractor employees in order to—
 - (i) Adequately protect the Government's interest;
 - (ii) Retain control of the function involved; or
 - (iii) Retain full personal responsibility for the function supported in a duly authorized Federal officer or employee.

4. KEY REQUIREMENTS

- U.S. citizenship or legal, permanent resident with a minimum of five years of residency history.
- Must be able to obtain and maintain a federal security clearance.
- Performance in Washington, D.C., US, MCC eligible countries, other US and foreign cities (as required for outreach purposes), and/or at the PSC's home of record.
- Relocation expenses will not be paid.
- Domestic and international travel may be required.
- Statement of Employment & Financial Interest (i.e. Office of Government Ethics "OGE Form-450", or similar statement) may be required.

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- Active and approved [System for Award Management](http://www.sam.gov) (www.sam.gov) registration and be listed as sole-proprietor.
 - Designated and/or random drug testing required.

5. DUTIES

Major Duties and Responsibilities

a) Specific Tasks:

- i. Manage MCC's land evaluation portfolio to develop and oversee the implementation of effective compact and post compact monitoring and evaluation frameworks, including project logics, ITTs and evaluations.
- ii. Represent MCC and contribute to USG efforts related to land monitoring and evaluation, including helping to operationalize the metadata, baseline and follow-up reporting of land indicators under the UN Sustainable Development Goals (SDGs)
- iii. Communicate MCC land evaluation findings to other MCC departments and external stakeholders through Principles into Practice Papers, including the dissemination of Principles into Practice Paper on Establishing Effective Land Evaluations and writing a Principles into Practice Paper on Land Evaluation Results
- iv. Participate/speak at external conferences and development of land monitoring and evaluation standards and common modules for interagency and global initiatives
- v. Participate in reviews of MCC land evaluations by the Evaluation Management Committee, Management Risk Reviews and Disclosure Review Board, and ensure follow-up on recommendations.
- vi. Review MCC documents regarding land beneficiaries and results, such as consistent design patterns for cost benefit analysis of land projects, and MCC public and Congressional reporting
- vii. Actively participate in Geospatial Framework Working Group at MCC to establish principles for collecting, analyzing and distributing geospatial data at MCC.
- viii. Other duties as requested by the COR

b) The Personal Services Contractor (PSC):

- i. Assumes full technical responsibility for conceptualization and implementation of MCC's monitoring and evaluation in assigned countries and provides quality control for all such work.
- ii. Provides overall intellectual leadership for the logical design of investments and the development of monitoring activities and evaluation of impact. This includes: analyzing the overall program logic in a Compact and the logical soundness and likely development impact of individual project proposals; working with MCC Country Teams and MCA staff on results-focused project design, reviewing available evidence and country-or context-specific factors to guide project design; assuring that all projects have clear and quantifiable objectives, outcomes and outputs; identifying potential risks and mitigation strategies, assessing complementary donor efforts in supporting statistical capacity and results-based management; and developing M&E plans and budgets for all projects in a Compact, in collaboration with host country counterparts.
- iii. Provides technical guidance and support to host country counterparts to implement M&E

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- Plans. This includes: overseeing the implementation and monitoring of M&E systems and structures to support the generation, collection, analyze and timely submission of performance reports by MCA counterparts; development and implementation of M&E budgets and procurements; reviewing M&E data to ensure quality and reliability; and supporting M&E training and capacity-building efforts.
- iv. Ensures the quality and accuracy of data included in MCC communication materials, including MCC's web site and public reports.
 - v. Develops terms of reference for undertaking M&E activities (including impact evaluations) and hires and manages external resources acquired through contracts. Serves as COTR for M&E contracts (both individuals and firms).
 - vi. Mentors M&E staff, identifying best practice and developments in monitoring and evaluation; updating MCC and in-country staff on key findings.
 - vii. Reviews productivity in areas related to the agency's M&E work, monitors problem areas, and oversees implementation of solutions that will eliminate them. Takes actions necessary to maintain or improve the quality and quantity of operational service.
 - viii. Identifies best practice and developments in monitoring and evaluation; follows monitoring and evaluation developments and lessons learned from other compacts to inform project work, updates MCC and country counterparts on key new findings.
 - ix. Determines the need for written policies and procedures, designates subordinates to develop policy and procedural documents, and reviews and approves them upon completion.
 - x. Follows research relevant to data for economic indicators affiliated with international assistance programs for developing nations.
 - xi. Provides support to Impact Evaluation group, including guidance on evaluation designs, survey sample sizes and other key parameters to ensure impact evaluations provide meaningful results.
 - xii. Contributes to work led by MCC Lead Economists that analyzes the primary constraints to growth and the economic and policy frameworks in proposed sectors under consideration.
 - xiii. Evaluates proposals of eligible countries and analyzes the quality of their economic logic, including the potential impact on growth, implicit subsidies, economic return of proposed projects, and quantitative reasoning behind economic development proposals. Provides expert consultation in researching and analyzing data to conduct beneficiary analysis. Conducts or reviews economic analyses of proposed projects in country compacts, as needed.
 - xiv. Contributes to the construction and maintenance of benefit-cost analyses for projects, including the formal modeling of costs and benefits and the evidentiary basis for key parameters.
 - xv. Develops and recommends improvements to MCC program policies, practices, and methods in relation to the monitoring and evaluation of economic developments in developing countries. As a recognized expert in the field, develops policy for the review and implementation of compact proposals/programs. Develops internal and external policy guidance.
 - xvi. Serves as one of MCC's recognized experts who analyzes a variety of issues that are critical to the development of policy and the operational support of MCC-wide initiatives. Formulates and develops policy recommendations on highly controversial and politically sensitive issues

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- and/or positions. Anticipates potential policy problems, assesses impact and Congressional/country reaction, and ensures that policy recommendations are consistent with U.S., candidate/compact country, and development community objectives.
- xvii. Develops articles and speeches to maintain active communication between the agency, the development policy community and the academic community.
- xviii. Performs other duties as assigned.

6. DELIVERABLES

The PSC will provide the following deliverables:

- Monthly Progress Reports
- Principles into Practice Paper on Land Evaluation Results
- Comments and related materials supporting MCC's Evaluation Risk Reviews for land evaluations
Reviews of M&E Plans, evaluation designs and ITT reporting relating to land projects
- Reports on external conferences attended
- Other deliverables as requested by the COR

Monthly progress reports will consist of the following format to measure progress of each task.

Task: XXXXXX

Status: XXXXXXXX

Recommendations: XXXXXXXX

Monthly reports are due the first day of the preceding month.

7. QUALIFICATIONS REQUIRED

Offerors must meet all the required qualifications described below by the closing date of this announcement. Desired qualifications will only be considered once all *required* qualifications are met. Candidates must demonstrate that they possess the following:

(a) **Required Qualifications:**

- 1) At least MA level education (or equivalent experience) in fields such as economics, social sciences, policy analysis or public administration. (Required)
- 2) At least 10 years' experience in land assessment and/or monitoring and evaluation activities with developing countries, either in the private sector or with an international financial institution, multilateral organization, international or local non-government organization (NGO), the U.S. Government or other internationally-focused entity. (Required)

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- 3) Experience overseeing performance and impact evaluations of land tenure activities in developing countries (Required)
 - 4) Knowledge of and experience with qualitative and quantitative analytic tools and methodology, data collection & analysis, statistical and related analytical tools, and management information systems. (Required)

NOTE: All experience must be well-documented on the resume and within the Submission. All aspects of the Submission must specifically show how the candidate meets the qualifications required. Credit may be given for appropriate unpaid and/or part-time work. To receive credit, Submissions must clearly identify the duties and responsibilities in each position held and the total number of hours worked per week.

8. REQUIRED DOCUMENTATION

Interested Candidates must submit all required documents to include, but not limited to:

- Copy of Transcript or Transcripts;
- Completed and signed BIODATA FORM (Addendum 3) with proposed salary (typed signature is not acceptable. Physical signature or electronic signature are acceptable);
- Curriculum vitae or resume (limit 10 pages);
- A written narrative of up to five pages clearly describing relevant experience and knowledge of each of the qualification requirements; and
- No less than three and no more than five professional references with current contact information.

a) Desired Documentation:

- A cover letter, not to exceed one page, to highlight your suitability for this position. The cover letter is NOT included in the required written narrative.

9. COMPENSATION

PSCs for the services of individual experts or consultants are limited by the Classification Act. In addition, the Office of Personnel Management (OPM) has established requirements which apply in acquiring the personal services of experts or consultants in this manner (e.g., benefits, taxes, conflicts of interest).

This is an intermittent position for an Associate Director and the maximum number of hours allowed is 1,664 hours per year. The contract will have a base year and four (4) one-year option periods that may be exercised at the sole discretion of MCC.

Overtime is NOT authorized on this contract.

The pay range for this position is **\$39.77 to \$68.43 for basic rate of pay** per hour, inclusive of Washington, DC locality pay. Final compensation will be negotiated within this pay range based upon the successful candidate's salary history, work experience and educational background. A salary above this pay range will NOT be entertained or negotiated.

MCC issues W-2s to the PSC. For U.S. citizens and legal resident aliens, MCC makes the employer contribution to FICA and Medicare for the PSC. MCC withholds FICA, Medicare, federal tax and state

tax on behalf of the PSC. The PSC is not eligible for the Foreign Earned Income Exclusion.

10. BENEFITS

Under the MCC personal services contracting authority, PSCs are not employees for purposes of laws administered by OPM, such as Federal Retirement Benefits and health and life insurance. As such, the PSC is not eligible for participation in the Civil Service Retirement System or the Federal Employees Retirement System. Moreover, the PSC is ineligible to receive Federal Health and Life Insurance or participate in the Federal Thrift Savings Plan.

Notwithstanding the above and if agreed upon by the Government and the PSC before the award of a contract, the PSC may receive a pay supplement of up to 30% of the employee's direct labor cost in lieu of fringe benefits.

11. TRAVEL

The PSC is subject to the Federal Travel Regulations and MCC travel policies and procedures to the same extent as MCC direct-hire employees.

The PSC should plan for up to one month of MCC-related travel during the base period and/or option years. The PSC will coordinate trips with the M&E Managing Director.

NOTE: *An intermittent PSC is not eligible for sick leave, annual leave, payment for holidays and other days closed, parking/transit subsidy, compensatory time off for travel or credit hours.*

12. INSTRUCTIONS TO PSC CANDIDATES

In accordance with FAR 52.214-34 & 52.214-35, all submissions are to be in the English language and US Dollars. Submissions in other languages or monetary denominations shall not be considered.

The QUALIFICATIONS REQUIRED (Section 7) are the basis for evaluating all Submissions. Candidates must separately address each listed qualification requirement and demonstrate how s/he meets each. Unless stated otherwise, all qualification elements will be weighted equally.

- (a) Qualified individuals must be registered in the System for Award Management (SAM) before submission. Candidates without a SAM registration may be rejected. ****NOTE: If your SAM registration is still pending activation at the time responses are due, submit your complete package with a note stating so. MCC will accept responses from candidates that have registered with SAM even if their account status is not yet set to "Active."***
- (b) Submissions shall be formatted to fit on 8 ½ x 11 paper only. Suggested margins are 1" x 1". Font to be TIMES NEW ROMAN no larger than 12 point. Hourly rates shall not be mentioned anywhere in your submission other than on the BIODATA FORM (Addendum 3). It is the responsibility of the candidate to ensure that all pages are properly formatted to fit and that all information properly fits within the margins of each page.
- (c) Qualified individuals must submit a completed and formally signed Biodata form (Addendum 3). Typed signatures are not acceptable. Either physically sign or save the BIODATA FORM as a PDF and electronically sign it. Please ensure that you provide a current, valid e-mail address and telephone number for notification purposes. The BIODATA FORM must be fully completed including a proposed hourly rate & signed for the submission to be considered. A BIODATA

FORM without a proposed hourly rate and/or signature may cause you to not be considered.

- (d) Qualified individuals must submit a resume (or a curriculum vitae) which clearly demonstrates their education, experience, knowledge, and skills and abilities as they relate to the qualification elements. Resume must indicate: the earliest possible start date for the Candidate; as well as formal title, and duration (start date / end date) for each listed position. Resume is limited to 10 pages and must not contain a photo or any salary information.
- (e) Describe your experience and knowledge in regards to the qualification requirements in no more than five pages. Clearly demonstrate how your prior experience is either relevant or directly related to the duties of this position as listed under DUTIES. The responses should describe specifically and accurately what experience, training, education and/or awards you have received that are relevant to each factor. Cite specific examples where appropriate.
- (f) Qualified individuals must submit no fewer than three and no more than five professional references, who are not relatives or family members. Submitted references **MUST** include current information, as follows:
 - Name of reference
 - Candidate's relationship to reference
 - Title of reference at current job
 - Reference current telephone number (work or personal)
 - Reference e-mail address (work)
- (g) Submissions must be signed and received prior to the closing date and time specified above to be considered for this position. Typed signatures are not acceptable.

To ensure consideration of Submissions for the intended position, please reference the position title and announcement number on the subject line of your submission email and on supporting documentation and any cover letter.

13. RESPONSE DEADLINE

Electronic submission is required. Mailed copies of any submission shall not be accepted. Electronic packages shall be submitted by e-mail to **fullerdf@mcc.gov** and **naranjoj@mcc.gov** before the deadline stated on page 1 of this Combined Synopsis Solicitation. *Submission shall reference the position title AND the announcement number on the subject line of the e-mail.*

MCC does not accept responsibility for delays in transmission or receipt of any submission. Candidates are responsible for submitting their package so as to reach the designated Government office by the closing date and time specified on page one (1) of this Combined Synopsis Solicitation. Submissions received after the closing date and time will not be considered, unless there is acceptable evidence to establish that it was indeed received by the Government installation prior to the time and date specified in this announcement. Receipt of submissions in response to this announcement does not constitute an award commitment. The U.S. Government will not reimburse any costs incurred in the preparation of a submission. Any submission is at the sole risk of the Candidate.

14. QUESTION DEADLINE

Any questions regarding this announcement should be submitted in writing via email only (no phone calls) to **fullerdf@mcc.gov** and **naranjoj@mcc.gov** before the deadline as given on p.1 of this Combined

15. SELECTION PROCESS

In order to be considered for the requirement, a candidate must meet the qualifications listed above. Consideration and selection will be based on a panel evaluation in accordance with the QUALIFICATIONS REQUIRED (Section 7). In addition to the materials listed above, Candidates are strongly encouraged to write a cover letter, not to exceed one page, to highlight their suitability for this position. The cover letter is NOT included in the required written narrative.

All Submissions will be evaluated based on the documentation submitted, the Candidate's evidence of the above qualification requirements, performance in a potential discussion/negotiation session, if conducted, and information provided by references, if contacted. Please note that for evaluation purposes, MCC will take into consideration your proposed labor rate and any requested pay supplement in lieu of fringe benefits. All submissions will receive one of three scores for each of the required and desired qualifications: Does Not Meet, Meets, or Exceeds. MCC reserves the right to conduct interviews with the most qualified candidates and/or conduct a reference check on those individuals.

Candidates are strongly encouraged to ensure the work history portion thoroughly documents the duties, responsibilities and accomplishments that are directly related to this requirement in order to verify specialized experience. Errors or omissions may affect your evaluation.

The U.S. Government & MCC are not obligated to make any award or pay for any costs associated with the preparation and submission of a proposal in response to this announcement. Award of this contract is contingent on availability of funds. MCC reserves the right to not award any contract as a result of this announcement.

16. CONTRACT AWARD

This contract shall be awarded solely to an individual, not to a firm. The individual must have an active DUNS # and an active record in the System for Award Management (SAM). **The approval of your record in SAM may take a few weeks. Therefore, you must be registered in SAM before submission. See Addendum 4 for an instructional guide on how to register in SAM.**

****NOTE: If your SAM registration is still pending activation at the time responses are due, submit your complete package with a note stating so. MCC will accept responses from candidates that have registered with SAM even if their account status is not yet set to "Active."***

17. CONTRACT TYPE AND PERIOD OF PERFORMANCE

The successful candidate may be offered an intermittent, personal services type contract for a one-year base period, plus four (4) 12 month option periods, to be exercised based upon performance, agency requirements and available funding.

The base period of performance shall be from date of award through 12 months. All option periods are exercised at the sole discretion of MCC. The contract will be intermittent, and maximum of 1,664 hours per year.

Overtime is not authorized on this contract.

18. PLACE OF PERFORMANCE

The Contractor's primary duty station will be in Washington, DC., US, MCC eligible countries, other US and foreign cities (as required for outreach purposes), and/or at the PSC's home of record.

19. ADDENDA

Addendum 1:	Additional Clauses
Addendum 2:	Position Description
Addendum 3:	Bio-Data Form
Addendum 4:	How to Apply for a PSC Position

(CONTINUED ON NEXT PAGE)

1. FAR 52.252-1 -- Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <https://www.acquisition.gov/?q=browsefar>

The following provision(s) are incorporated by reference:

52.212-1	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS	OCT 2015
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2015
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2015
52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—COMMERCIAL ITEM	FEB 2007

(End of Provision)

2. FAR 52.252-2 -- Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/?q=browsefar>

The following clause(s) are incorporated by reference:

<u>FAR Clause</u>	<u>Title</u>	<u>Date</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS / ALTERNATE I	MAY 2015 / MAY 2014
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL SUBCONTRACTORS	DEC 2013
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, VEGETATION	APR 1984
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-9	USE AND CHARGES	APR 2012

(End of Clause)

3. FAR 52.204-1 – Approval of Contract (Dec 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

(End of Clause)

4. FAR 52.212-2 – Evaluation – Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

See Paragraph 7 – Qualifications Required on page 7 above.

(b) Options. Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. This includes options under FAR clause 52.217-8, Option to Extend Services, which applies to this solicitation. Evaluation of options under FAR 52.217-8 will be accomplished by using the prices offered for the last option period to determine the price for a 6-month option period, which will be added to the base and other option years to arrive at the total price. Evaluation of options will not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

5. FAR 52.212-3 – Offeror Representations and Certifications – Commercial Items (Apr 2016)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

(a) Definitions. As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or

exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror.

Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or

humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs

_____.
[Offeror to identify the applicable paragraphs at (c) through (r) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part

127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the

Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin

6. [List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”
- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(4) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the

submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not

delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .]

(1) Listed end products.

Listed End Product	Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

- ☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- ☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

- ☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ☐ does ☐ does not certify that—
 - (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course

of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) ([26 U.S.C. 6109, 31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the

resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
Name _____.
TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) Representation. The Offeror represents that—

- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
- (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

- (i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”)

Predecessor legal name: _____

(Do not use a “doing business as” name)

(End of provision)

6. FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Mar 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- ☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- ☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- ☒ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ☐ (5) [Reserved]
- ☐ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).
- ☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- ☐ (10) [Reserved]
- ☐ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (Nov 2011) of 52.219-3.
- ☐ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (Jan 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☐ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Nov 2011).
- ☐ (iii) Alternate II (Nov 2011).
- ☐ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d) (2) and (3)).
- ___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637 (d) (4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (Oct 2015) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a) (14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d) (4) (F) (i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- ___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a) (2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- ___ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

- ___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c) (3) (A) (ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i) (2) (C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)
 - ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
 - ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- X (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- X (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
 - X (ii) Alternate I (Jun 2014) of 52.223-16.
- X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- ___ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - ___ (ii) Alternate I (May 2014) of 52.225-3.
 - ___ (iii) Alternate II (May 2014) of 52.225-3.
 - ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (43) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (45) 52.225-26, Contractors Performing Private Security Functions outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

- ☒ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☒ (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ☐ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- ☐ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
- ☐ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).
- ☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- ☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- ☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- ☐ (8) 52.222-55, Minimum Wages under Executive Order 13658 (Dec 2015) (E.O. 13658).
- ☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
- ☐ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p) (1)).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d) (2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
____ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

7. FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of Clause)

8. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 0 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

9. FAR 52.249-12 TERMINATION (Personal Services) (APR 1984)

The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

(End of clause)

10. MCC 52.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND/OR PROJECT MONITOR (PM) (JULY 2012)

(a) The Contracting Officer may designate a Government representative to act as the Contracting Officer's Representative (COR) or Project Monitor (PM) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the COR and/or PM and the Contractor. The designation letters will set forth the authorities and limitations of the COR and/or PM under the contract.

(b) Modifications to this contract are effective only if reduced to writing and executed by the Contracting Officer. The Contractor is specifically prohibited from performing any work that is outside the scope of this contract without the approval of the Contracting Officer. The Contracting Officer cannot authorize the COR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

(End of clause)

11. MCC 52.203-70 CONTRACTOR NON-DISCLOSURE AGREEMENT (JULY 2012)

All contractor employees or independent contractors engaged in this contract shall provide a non-disclosure agreement as follows signed by the individual contractor/consultant and, if a contractor employee, by the contractor's contract administrator:

NON-DISCLOSURE AGREEMENT

I, **(contractor employee's name)** do solemnly swear (or affirm) that I will not divulge any information, whether obtained orally or in writing from, or data maintained by (Confidential Information) the Millennium Challenge Corporation (MCC) to any unauthorized person for any purpose. I will not directly or indirectly use, or allow the use of Confidential Information for any other purpose other than that directly associated with my officially assigned duties for MCC.

Further, I will not directly or indirectly reveal or cause to be revealed the nature or content of any (Confidential Information), except to authorized personnel.

I am aware that the unauthorized use of information may be a violation of law and this Agreement.

Company or Subcontractor

Understand that authorized persons refer only to persons assigned to a project requiring access to Confidential Information or directly in the line of management over the project requiring access to the data.

[Signatory]

Contract Administrator

Date

(End of clause)

12. MCC 52.204-70 SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL (MAY 2013)

Contractor employees and/or subcontractor personnel, while on MCC premises, shall be subject to and abide by all safety and security regulations of the MCC and shall be required to meet the same personnel security background requirements as MCC employees as outlined in MCC policies and procedures, including MCC's Background Investigations and Clearances (Security Clearances and Facility Access Clearances) for Federal Employment, Contract Service and/or Volunteer Service at the Millennium Challenge Corporation (MCC's Background Investigations and Clearance policy).

A. Contractor Personnel Facility Access Requirements (including offsite MCCNet access)

Contractor candidates hired to work under contracts awarded by MCC and require access to MCC Headquarters, MCCNet, Sensitive but Unclassified (SBU), Foreign Government Information (FGI) or other MCC-Sensitive information must be U.S. citizens or have Permanent Resident Status in the U.S. Contractor candidates will undergo a background investigation for a facility access clearance (a.k.a. a "favorable suitability" determination per MCC's Background Investigations and Clearance policy. The screening will determine the candidate's suitability and fitness for work under MCC contracts. The background investigation will consist of a National Agency Checks with Law and Credit (NACLC) for a Moderate Risk Public Trust (MRPT) position and fingerprint imaging to be reported to FBI national databases and reported to MCC's Security & Office Services-Security Office (MCC/Security).

For contract positions with and in support of an MRPT position, a non-U.S. citizen foreign national (FN) who has Permanent Resident Status in the U.S. (a.k.a. holds a valid Alien Registration Card, commonly referred to as a "green card," although the actual card is no longer green), the contractor candidate must have been residing, working and/or attending school in the

U.S. for the last two (2), preferably three (3), years in order for a meaningful background investigation to be conducted and the contractor candidate will be required to report all residences, work venues and/or school registrations for the last seven (7) years. Processing a MRPT background investigation for a foreign national with Permanent Resident Status may require waiting for receipt of a final Report of Investigation, at the discretion of MCC/Security, which might take up to 120 days after the candidate's reviewed background submission is released by MCC/Security for assignment to an investigator.

MCC/Security can only make a determination of a contractor candidate's eligibility to meet facility access clearance requirements when the candidate completes an on-line Questionnaire for Public Trust

Positions (SF-85P) and Supplemental Questionnaire for Public Trust Positions (SF- 85PS) via OPM's electronic Questionnaire for Investigations Processing (e-QIP) which MCC/Security initiates and e-mails instructions to the candidate.

Contractor is required to have all affected personnel execute appropriate security forms, starting with MCC/Security's Personal Information Request Form (which must be completed, signed by the candidate and faxed to MCC/Security at 202-521-3590) as well as the SF85P/SF-85PS, related signature releases and supplemental forms and submit to fingerprint imaging) as well as the SF-85P/SF-85PS, signature releases and supplemental forms and submit to fingerprint imaging) to MCC/Security within seven (7) days after MCC/Security e-mail request is sent before a determination will be made with regard to the contractor candidate's access to MCC Headquarters or overseas RCD offices and/or MCCNet is approved. Contractor candidates may be permitted to work under the contract while the background investigation is being conducted at the discretion of MCC/Security. MCC/Security will provide the necessary background investigations forms – which must be submitted via OPM's on-line system – to each contractor candidate, who's Privacy Act protected rights will be protected in that details regarding a negative determination with regard to suitability will only be revealed to the individual contractor candidate by MCC/Security. (Also see "Contract Award" below.)

Contractor candidates for whom unfavorable or derogatory information is developed and/or reported during the background investigation process will be presented to the contractor candidate by MCC/Security and offered an opportunity to refute, explain, clarify or mitigate the information in question. If an ineligibility determination is made by MCC/Security, the contractor candidate will be ineligible to further render services under the contract and access to MCC headquarters and/or any overseas MCC/Resident Country Director offices and/or MCCNet will be immediately terminated if the contractor candidate has been permitted to work in advance of completion of his/her background investigation. The initial ineligibility decision will be communicated by the MCC/Security through the contracting officer and COR to the contractor. The specific reasons for the ineligibility determination will be made available only to the affected contractor candidate directly by MCC/Security.

MCC/Security will follow USG-wide reciprocity mandate per The Intelligence Reform and Terrorism Prevention Act (IRTPA) of 2004, Title III, Sec. 3001 (12/06/2004) and may accept, via reciprocity, a previous investigation meeting or exceeding the MCC required investigation standard (NACLC and fingerprinting) and a related adjudication for a clearance meeting or exceeding the MCC-required clearance. Per IRTPA, the investigation must have been completed within the previous two calendar years. Contractor candidates may be required to submit updated security forms.

MCC/Security's decision to grant a facility access clearance to a contractor candidate will be communicated via the STARS SharePoint New Hires database and CGM will communicate the requirement for each contractor candidate to the contractor for attend MCC's Orientation Program, which takes place on alternating Mondays at the start of each pay period. All contractor candidates who require on-site facility access and/or MCCNet access are required to attend MCC's Orientation Program which includes a Security Briefing, a badging appointment and an IT Briefing. After attending MCC's Orientation Program, MCC/Security will issue an HSPD-12 compliant MCC Photo ID Badge which will permit the contractor candidate with physical site access to MCC headquarters and will indicate on the face of the badge, the contractor candidate's status as a contractor who does not have access to national security classified information.

B. Contract Employees Not Requiring Facility, MCCNet, or Sensitive Information Access

Contractor candidates hired to work under contracts awarded by MCC who do not require access to MCC Headquarters are preferred to be U.S. citizens or have Permanent Resident Status in the

U.S. Employment of any foreign national (FN) working within the U.S. must have been lawfully admitted into the U.S. in accordance with immigration laws with eligibility to work within the

U.S. Employment of a FN by MCC outside of the U.S. is subject to applicable security and legal requirements established by the Chief of Mission (a.k.a. Ambassador of the U.S. to the foreign country where the non-U.S. citizen FN will be engaged as an MCC contractor) and the U.S.

Department of Treasury. Each Chief of Mission is selected by the Secretary of State at the U.S. Department of State in consultation with The White House Office of Presidential Personnel.

The contractor must provide to MCC/Security the full name, date of birth, place of birth, social security number (except for FN contractors not issued a social security number), home address, work telephone number and a home and/or personal cell telephone number via fax submission of MCC/Security's Personal Information Request Form. MCC/Security will use a contractor candidate's Privacy Act protected Personally Identifiable Information (PII) to screen each contractor candidate through various government databases to determine their suitability and fitness for work under MCC contracts. Additional forms and background information may be requested to verify each contractor candidate's suitability. Contractor personnel may be permitted, at the discretion of MCC/Security, work under the contract while the background investigation is being conducted.

Contractor candidates on whom unfavorable, derogatory or questionable information has been developed will be given an opportunity to refute, explain, clarify or mitigate the information with MCC/Security. If an ineligibility determination is made by MCC/Security, the contractor candidate will be ineligible to further render services under the contract.

The ineligibility determination will be communicated by MCC/Security through the contracting officer and COR to the contractor. The specific reasons for the ineligibility determination will be made available only to the affected individual directly by MCC/Security.

C. Personal Services Contractor Security Clearance Requirements

The number of Personal Services Contractors (PSCs) cleared for access to national security classified information will be limited only to those PSCs encumbering a Full-Time Equivalent (FTE) Federal employee position, based on operational needs requiring the specific PSC to access national security classified information or systems in consultation with MCC's Human Resources Division and only with approval of the Vice President, Department of Administration

& Finance. The level of access approved will relate directly to the level of national security classified information (secret = noncritical-sensitive FTE position or top secret = critical- sensitive FTE position) the PSC candidate requires in order to perform their official USG functions.

1. Personal Service Contractors (PSC). MCC/Security is responsible for investigation and clearance actions associated with PSC candidates who are directly compensated by MCC. MCC/Security will process the appropriate level of background investigations and grant appropriate level security clearances for all PSCs where MCC makes payment directly to the individual. The level of background investigation and clearance (secret = noncritical-sensitive or top secret = critical-sensitive) granted will be based on the duties to be performed by the PSC as compared with the position of an MCC Federal employee in a similar position.

PSC candidates will be required to execute background investigation forms, starting with

MCC/Security's Personal Information Request Form (which must be completed, signed by the candidate and faxed to MCC/Security at 202-521-3590) as well as a Questionnaire for National Security Positions (SF-86), signature releases and supplemental forms and submit to fingerprint imaging to be reported and reviewed by FBI national databases) and submit to MCC/Security before access to the facility or MCCNet is approved. PSC candidates may be permitted to work, at the discretion of MCC/Security, under the contract while the background investigation is being conducted. MCC/Security will provide the necessary forms to the contractor candidate, will process the background investigation and grant, if interim name checks, credit check and fingerprint report permit, an interim secret-level security clearance and will adjudicate the PSC candidate's final security clearance within twenty (20) days of receipt of the PSC candidate's Report of Investigation (ROI).

Being granted either an interim and/or final security clearance (the latter of which may be granted via reciprocity, per IRTPA, if the PSC candidate has already been investigated and granted a security clearance by another Federal agency) require each PSC candidate to attend an MCC/Security Clearance Briefing and signature on a Classified Information Nondisclosure Agreement (SF-312) before MCC/Security will grant the PSC candidate a security clearance.

MCC/Security's decision to grant an interim or final security clearance to a PSC candidate will be communicated via the STARS SharePoint New Hires database and CGM will communicate the requirement for each PSC candidate to attend MCC's Orientation Program, which takes place on alternating Mondays at the start of each pay period. All PSC candidates who require on-site facility access and/or MCCNet access are required to attend MCC's Orientation Program which includes a Security Briefing, a badging appointment and an IT Briefing. After attending MCC's Orientation Program, MCC/Security will issue an HSPD-12 compliant MCC Photo ID Badge which will permit the PSC candidate with physical site access to MCC headquarters and will indicate on the face of the badge, the PSC candidate's status and level of security clearance granted.

2. Secure Contract Classification. Classified contracts, grants, and cooperative agreements with organizations must comply with the National Industrial Security Program (NISP). Under the provisions of NISP, the Defense Security Service (DSS) will investigate and adjudicate security clearances required for contractor employees to have access to classified information. Organizations (contractors and recipients) and their employees not currently participating in NISP which much conduct classified business with MCC must be sponsored by MCC, another agency, or by company that has been previously cleared. Once the secure contract is awarded, MCC Contracting Officer, in consultation with MCC/Security, will be responsible for completing the Department of Defense Contract Security Classification Specification, DD Form 254.

D. Exceptions to Investigations Requirements

Contractor candidates are exempt from investigative requirements when working in temporary Low Risk Public Trust (LRPT) positions that are intermittent and when not working on an MCC contract in excess of 180 days in either a single continuous assignment or a series of assignments within a 365 day period. LRPT positions involve duties and responsibilities of limited impact on an agency or program mission, with potential for limited impact on the efficiency of the service. Persons occupying these positions will not have unescorted access to the Department of State or its Embassies, Sensitive But Unclassified, Foreign Government Information, MCC-Sensitive information, or require logon access to MCC's computer information network.

Contractor candidates are exempt from investigative requirements when working in a part-time

Moderate Risk Public Trust (MRPT) position, as defined in Section 4.18.2 of MCC's Background Investigations and Clearances policy:

Moderate Risk Public Trust (MRPT) Position - Public trust positions in which an incumbent has the potential to have a moderate to serious impact on the integrity and efficiency of the service. Duties involved are considerably important to the agency or program mission with significant program responsibility or delivery of service. Positions include assistants to policy development and implementation; mid-level management duties or assignments; any position with responsibility for independent or semi-independent action; and delivery of service positions that demand public confidence or trust. **At this time, MCC staffing of contractor and intern positions are all MRPT positions.**

In addition, no part-time MCC MRPT contractor positions may exceed an aggregate of 1,200 hours within a 365 day period in either a single continuous appointment or series of appointments. If a contractor has not been investigated and has not been granted a facility access clearance by MCC/Security and the contractor's compensated hours approach 1,150 within a 365 day period, the contractor's hours must be closely monitored by contracting officer and COR so as not to exceed 1,200 hours. MCC will not be required to compensate any individual who has not been investigated and who has not been granted a clearance by MCC/Security for hours in excess of 1,200 hours. If work is required in excess of 1,200 hours, the work assignment must be re-advertised and all candidates must re-compete for any additional assignments not to exceed 1,200 hours within another 365 day period.

E. Issuing MCC Access Badges

A Homeland Security Presidential Directive-12 (HSPD-12) compliant MCC Photo ID Badge Federal credential (badge) will be issued to contractors, Personal Services Contractors and Personal Services Contractor-FTEs with a permanent duty station assignment at MCC Headquarters or at an overseas MCC/Resident Country Director Office. Requirements before being issued a badge include submission of required background investigation forms for processing a facility access for a contractor of PSC or a security clearance for a PSC and mandatory attendance at an MCC Orientation Program/Security Briefing which are scheduled on the first business day of the pay period and alternate weeks as determined by MCC's Human Resources Division, and are generally held from 8:45 to 10:00 am, immediately followed by an IT Briefing. In addition, all PSCs whose position has been determined as one which requires access to classified information and whose investigation is sufficient to meet that requirement must attend an MCC/Security Clearance Briefing prior to being granted a security clearance and issued a badge. Due to HSPD-12, visitor badges are no longer available and all newly hired contractors, and PSC-s will require assistance from co-workers until their badge is issued by MCC/Security.

Contractors and PSCs who have undergone a background investigation (or who are in the process of undergoing a background investigation) and who are U.S. citizens may be eligible for 24/7 access to MCC headquarters. All non-U.S. citizen foreign nationals, who hold Permanent Resident Status, who have undergone a background investigation (or who are in the process of undergoing a background investigation) will only be provided unescorted access during regular business hours (Monday through Friday, 7:30 am to 6:30 pm, excluding Federal holidays and other U.S. government closings).

Contractor and PSC candidates who have not submitted the required background investigation forms and attended the required MCC/Security Briefing(s) will not be issued a badge nor building access

cards and their access to MCC headquarters will require them to have an appointment which is documented in MCC's Workspeed Access Control System and must be escorted at all times while in MCC headquarters.

F. Work Performance

The contractor shall prescreen all candidates covered under this clause to ensure they initially possess the necessary investigative and clearance requirements. In addition, the contractor is responsible to periodically, at least annually, review their employees' clearance status to ensure that nothing has occurred which may negatively impact their employees' eligibility for a clearance.

Unless otherwise provided herein in no event will the need to process background investigations and clearances (including physical on-site access at MCC facilities) from MCC/Security be considered an excusable delay under the contract. In addition, the need to replace contract personnel determined by the MCC/Security to be ineligible will not be considered an excusable delay.

Failure to comply with the contractor personnel background investigation and clearance requirements herein may result in termination of the contract for default.

G. Contract Award

Within two (2) business days after notice of award from the contracting officer, contractor shall provide a list of all contractor candidates (and subcontractor candidates) working under the contract (unless otherwise stated in the contract) including the information and documentation required herein. This requirement does not include clerical or administrative support staff (unless otherwise stated in the contract).

The list shall include individual's full name, work and home addresses, work and personal e-mail addresses, work and personal telephone numbers and personal cell telephone numbers. This list shall state and justify the level of access each contractor candidate will require; that is, MCC facility access, access to non-classified sensitive information, MCCNet access, or no access privileges. In addition, the contractor will provide a central point-of-contact regarding background investigation and clearance issues. If the contractor has documentation which evidences an individual contractor candidate's previous/current background investigation and/or clearance status, the contractor will provide the individual contractor candidate's PII and investigations/clearance status to MCC/Security via fax to 202-521-3590 in the form of a Visit Letter. Upon a request from the contractor, a sample Visit Letter template will be made available to a contractor via e-mail from MCC/Security. The contracting officer will ensure that a STARS SharePoint New Hires entry is made for each contractor candidate to ensure that MCC/Security is aware of future on-boarding of each contractor candidate. The contracting officer or COR is responsible to provide MCC/Security's Personal Information Request Form to the contractor with instructions to have each contractor candidate complete, sign and fax to MCC/Security at 202-521-3590 so that their background investigation and clearance process can begin. All involved should be cautioned that the completed and signed Personal Information Request Form not be scanned/e-mailed to anyone at MCC. Once the Personal Information Request Form has been provided to the contractor and/or contractor candidate, it is the contractor's responsibility to assure that the Personal Information Request Form is faxed to MCC/Security at 202-521-3590 within three (3) business days. Once the Personal Information Request Form is received by MCC/Security, the individual contractor candidate's eligibility for a clearance will be determined within three (3) business days. If a contractor candidate does not have a previous background investigation and clearance, MCC/Security will initiate an e-QIP and e-mail instructions to the

contractor candidate to complete the investigative requirements (including fingerprinting) within seven (7) calendar days.

(End of clause)

13. MCC 52.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM IMPLEMENTATION CONTRACT (JULY 2012)

Work under this contract may call for the Contractor to furnish important services in support of the design or feasibility of specific activities that may become part of a Millennium Challenge Corporation (MCC) Compact. In accordance with the principles of FAR Subpart 9.5, THE CONTRACTOR MAY BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE; THE IMPLEMENTATION SERVICES FOR ANY ACTIVITIES FOR WHICH IT PROVIDES SUBSTANTIAL DESIGN SERVICES EXCEPT FOR SUCH SERVICES THAT MAY BE FURNISHED UNDER THIS CONTRACT. If a determination is made that the contractor is ineligible for implementation services, the MCC Managing Director of Contracts and Grants Management may authorize a waiver (in accordance with FAR 9.503) if the Director determines that preclusion of the Contractor from the implementation contract would not be in the Government's best interest.

(End of clause)

14. MCC 52.232-70 INVOICE INSTRUCTIONS (MCC CUSTOM)

Invoices shall be paid in accordance with the Prompt Payment Act, thirty days (30) following receipt of a proper invoice. The Contractor shall submit each invoice electronically via email or fax to the following:

Fax: 303.969.5151/7281 ATTN: MCC Payments, or

Email: IBCden_MCC_PSC@ibc.doi.gov, or

As an alternative to electronic submission of invoices, one copy of each invoice may be submitted to the following address:

Interior Business Center

M/S D-2773

7301 West Mansfield Avenue

Lakewood, CO 80235-2230

If it is determined that the amount billed is incorrect, the invoice may be revised by the Government, or the contractor may be required to submit a revised invoice.

To constitute a proper invoice, each invoice must include the following information and/or attached documentation:

- (1) Name, address and telephone of the Contractor
- (2) Date of invoice and invoice number

(3) Contract number (including task order or call number and contract line item(s)) also modification number, if applicable Description (quantity, unit of measure, unit price, and extended price) of the supplies/services rendered (including hours incurred and billing rate, as applicable to the contract)

(4) A schedule depicting the following information:

Amount Invoiced This Period	Cumulative Amount Invoiced	Authorized Value of Contract	Balance Remaining on Contract

If the contractor is billing for costs incurred over more than a single month, the costs for each month in which the costs were incurred and shall be segregated into the month they were actually incurred.

(5) Name of Contracting Officer's Representative (COR); and

(6) Signature of authorized representative of the firm with the following invoice certification:
"The undersigned hereby certifies to the best of my knowledge and belief that: the sum claimed under this contract is proper and due, and all the costs of contract performance have been paid, or to the extent allowed under the applicable payment clause, will be paid by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and amounts involved are consistent with the requirements of this Contract.

BY: _____ TITLE: _____

DATE: _____

Inquiries regarding the status of invoices may be directed to NBC Accounting. The email address is: MCC_Accounting_IBCDENVER@ibc.doi.gov.

(End of clause)

TIME SHEET INSTRUCTIONS

The contractor shall submit time sheets for actual hours worked.

Time sheets shall be sent to the COR and/or the PM on the first Monday after the end of the pay period. The COR and/or the PM will approve the time sheets and will forward to the Interior Business Center (IBC). IBC processes payroll checks via direct deposit in the PSC bank account on the second Tuesday after the end of the pay period.

If it is determined that the time is incorrect the time sheet may be revised by the Government, or the Contractor may be required to submit a revised time sheet.

To constitute a proper time sheet, each time sheet must include the following information:

- (1) Name of the Contractor
- (2) Date of pay period

- (3) Contract number; also modification number, if applicable
- (4) DUNS number
- (5) Employee Signature

Inquiries regarding the status of payroll may be directed to IBC Accounting. The email address is: IBCden_MCC_PSC@ibc.doi.gov (NOTE: There are two underscores in this email address: (1) after the first five characters; and (2) after the second set of characters).

(End of clause)

**14. MCC 52.232-71 PAYMENT POLICY FOR INDIVIDUAL CONSULTANTS
(INCLUSIVE OF FULL TIME PERSONAL SERVICES CONTRACTORS) (MAY 2013)**

- a) The following restrictions are applicable for all MCC contracts awarded to individual consultants, inclusive of full time personal services contractors (PSCs):
- b) While contractors are working in the United States, the MCC will pay for actual hours worked up to 8 hours a day, 5 days a week.
- c) While contractors are working overseas, the MCC will pay for actual hours worked up to 8 hours a day, 6 days a week.
- d) The designated Contracting Officer's Representative (COR) shall approve hours worked by all contractors.

(End of clause)

15. MCC 52.232-74 ODC REIMBURSEMENT (JAN 2007)

Other Direct Charges (ODCs) will be reimbursed for direct costs as provided in the contract and/or task order. To be reimbursed, invoices including ODCs, must provide a detailed breakdown of the actual expenditures invoiced. The contractor shall maintain the original or legible copy of receipts for all ODCs invoiced. MCC reserves the right to request evidence of any ODC reimbursed. To assure timely reimbursement of ODC's, the contractor is strongly encouraged to submit charges within 45 days of the expense.

(End of clause)

**16. MCC 52.237-70 PERSONAL SERVICES – GENERAL TERMS AND CONDITIONS
(JULY 2012) ALTERNATE I**

- a) ***Alternate I – Intermittent Personal Services Contracts with U.S. Citizens*** - This Personal Services Contract is authorized under Section 614(a)(8) of the Millennium Challenge Act of 2003 (MCA). The provision provides that such individuals shall not be considered Federal employees for any provision of law administered by the Office of Personnel Management (OPM). A personal services contract establishes an employer-employee relationship, making the personal services contractor (PSC) subject to the relatively continuous supervision and control of the MCC. ([FAR 37.104](#)). However, under the MCC personal services contract authority, PSCs are not employees for purposes of laws administered by OPM, such as Federal retirement benefits and health and life insurance. PSCs may be assigned inherently governmental duties. ([FAR 7.502](#)). However, it is MCC policy that PSCs shall not

complete annual performance evaluations, hire or terminate the employment of MCC direct-hire employees.

b) *Required Data* - The Personal Services Contractor (PSC) shall submit the following required forms to the Contracting Officer:

- 1) IRS Form W-4, Employee's Withholding Allowance Certificate (will be attachment to contract);
- 2) State and local tax forms (if applicable)(will be attachment to contract);
- 3) Form I-9, Employment Eligibility Verification (include copy of verification documents);
- 4) A signed PSC confidentiality agreement statement;
- 5) Financial disclosure reports: SF 278, Executive Branch Personnel Financial Disclosure Report, or OGE 450, Confidential Financial Disclosure Report, as required;
- 6) SF 86, Questionnaire for National Security Positions, if a security clearance is required. PSCs may receive a preliminary clearance and be placed under contract before receipt of clearance. Failure to obtain clearances is cause for termination;
- 7) SF 85P, Questionnaire for Public Trust Positions, if a security clearance is not required. Note that all PSCs are required to have either a security clearance (SF 86) or a background investigation (SF 85P);
- 8) Emergency Contact Information (Provide the name, address, and phone number for two emergency contacts).
- 9) Date of birth (will be entered on the signature page of the contract).
- 10) Office of Security Personal Information Request Form (Please complete and return to MC by FAX (202) 521-3590) as soon as possible.

c) *Ineligibility for Civil Service Retirement System (CSRS), Federal Employees Retirement System (FERS), Federal Health and Life Insurance, and the Thrift Savings Plan* - Subject PSC is not eligible for federal retirement and insurance benefits in the same manner as provided to direct hire employees.

d) *Alternate I --Intermittent PSC Benefit Eligibility*. As the subject PSC of this contract is an intermittent PSC, the contractor is not eligible for sick leave, annual leave, payment for holidays and other days closed, parking/transit subsidy, compensatory time off for travel, or credit hours.

e) *Taxes and Withholdings*. MCC pays the employer contribution to FICA and Medicare for this contract. MCC shall withhold employee contribution to FICA, Medicare, federal tax, and state tax.

f) *PSC Travel*. All travel will be conducted in accordance with the Federal Travel Regulation (FTR), 41 C.F.R. 301, Department of State regulations, and MCC travel policy. The Government shall pay the Contractor for travel costs and other direct costs in conjunction with services required for the performance of subject contract. If travel is required on subject contract, Contractor will be notified by the COR and will request a travel authorization through the E-Travel website (<https://ets.prod.carlson.com>). The Government shall pay the Contractor reasonable per diem as specified in the Federal Travel Regulation, 41 C.F.R. 301, and any other transportation expenses if provided for in the Schedule. Upon completion of travel, Contractor shall submit a travel voucher for reimbursement of all travel and other directly related costs. Reimbursement of travel expenses will occur upon approval of the travel voucher by the COR and other MCC approval authority. Overseas travel costs include international air travel, per diem allowances (per State Dept/GSA), local transportation, and other miscellaneous costs such as Passports, Medical Examination, etc. Domestic air travel is

determined based on predetermined rates for specific travel. Per diem allowances are costs predetermined and set by General Services Administration and compliance is governed by the Federal Travel Regulation.

g) *Federal Employees Compensation Act.* Under certain circumstances, PSCs may be eligible to receive benefits for injury, disability, or death under FECA. The Department of Labor determines eligibility, and payment is subject to availability of funds.

h) *Salary and Benefits Adjustments.* Salary changes and personnel-related contract actions, if any, will be processed via a contract modification to the personal services contract.

i) *Payment.* Regular full-time PSCs shall submit the [Time Sheet \(long term\)](#) on a biweekly basis. Timesheets must be approved by the Contracting Officer Representative (COR) and/or the Project Monitor (PM). The PSC shall submit an invoice to the COR for other direct costs which are approved in advance by the CO/COR. Invoices must be approved by the COR.

j) *Release of Confidential Information.* Confidential information, as used in this section means (a) proprietary or personal information or data about an individual, or (b) information or data submitted by or pertaining to an institution or organization. Confidential information does not include information that (a) is, or becomes, public, (b) becomes known to the PSC on a non-confidential basis from a third-party source, or (c) is required to be disclosed by law or legal process. The PSC must coordinate any request for release of confidential information with the MCC's Freedom of Information Act/Privacy Act Officer. If the PSC is uncertain as to whether a particular piece of information is confidential, the PSC shall consult with the Freedom of Information Act/Privacy Act Officer before releasing the information outside the MCC. The PSC will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974 ([5 U.S.C. 552a](#)) and implementing regulations and policies, with respect to all information subject to the Privacy Act.

k) *Organizational Conflicts of Interest for Personal Services Contracts.*

1. **Organizational Conflicts Of Interest: Preclusion From Implementation Contract.** Work under this contract may call for the Contractor to furnish important services in support of the design or feasibility of specific activities that may become part of a Millennium Challenge Corporation (MCC) Compact. In accordance with the principles of FAR Subpart 9.5, the contractor may be ineligible to furnish, as a prime or subcontractor or otherwise; the implementation services for any activities for which it provides substantial design services except for such services that may be furnished under this contract. If a determination is made that the contractor is ineligible for implementation services, the MCC Managing Director of Contracts and Grants Management may authorize a waiver (in accordance with FAR 9.503) if the Director determines that preclusion of the Contractor from the implementation contract would not be in the Government's best interest.
2. **Organizational Conflicts Of Interest: Preclusion From Furnishing Certain Services And Restriction On Use Of Information** Assignments under this contract may call for the PSC to furnish important services in support of evaluation of contractors or of specific activities. In accordance with the principles of FAR Subpart 9.5 and MCC policy, the PSC shall be ineligible to furnish, as a prime or subcontractor or otherwise, implementation services under any contract or assignment that results in response to findings, proposals, or

recommendations in an evaluation report written by the PSC. This preclusion will apply to any such awards made within 18 months of MCC accepting the report, unless the head of the contracting activity authorizes a waiver (in accordance far 9.503) determining that preclusion of the PSC from the implementation work would not be in the Government's interest. In addition, by accepting this contract, the PSC agrees that it will not use or make available any information obtained about another organization under the contract in the preparation of proposals or other documents in response to any solicitation for a contract or task order. If the PSC gains access to proprietary information of other organizations in performing this evaluation, the contractor must agree with the other organizations to protect their information from unauthorized use or disclosure for as long as it remains proprietary, and must refrain from using the information for any purpose other than that for which it was furnished. The PSC must provide a properly executed copy of all such agreements to the contracting officer.

- l) *Medical Evaluation.* MCC provides medical evacuation insurance to all its travelers through Global Rescue. In the event a traveler needs evacuation (and Global Rescue concurs), the traveler will be evacuated. This coverage is not the same as a traveler's health insurance. Travelers still need adequate health insurance in addition to their Global Rescue coverage. Travelers are responsible for obtaining a Global Rescue identification card from the TMC office and ensuring that the Global Rescue Contracting Officer Representative (COR) or Program Manager (PM) is notified to add their name to the policy to ensure coverage.
- m) *Warranty Against Dual Compensation.* The Contractor certifies that, except for the compensation set out in this contract, she/he is not receiving any additional wages, compensation or gifts from the MCC for any work contemplated or performed under or in connection with this contract.
- n) *Other Benefits.* The Contractor is not eligible to participate in the federal health or life insurance programs.
- o) *Information Technology (IT) Equipment Authorization.* PSCs with a permanent duty station at MCC Headquarters or in one of the MCC overseas offices are authorized to receive a Blackberry, laptop or desktop computer, subject to COR and Chief Information Officer (CIO) approval. MCCNET IT login accounts are contingent upon the Chief Information Security Office (CISO) receiving notification of a successful background investigation by the MCC Office of Security. If a PSC, whether full time or intermittent, requires access to MCCNET, they must complete the MCC on-boarding process (including a successful background investigation). The MCC CISO must approve all account activations on the MCC Network.
- p) *Federal Laws.* The PSC is subject to all laws, rules and regulations governing the behavior of regular Federal employees, including, without limitation, the Anti-Deficiency Act and the laws and regulations governing the ethical conduct of employees of the Federal Government. All laws and amendments to laws enacted after the date of this contract, which are applicable to the Contractor, shall be incorporated herein by law without the need to amend the contract. Nothing in this clause shall give the Contractor rights which the Contractor is not otherwise entitled to under law. The Contractor is specifically forbidden to seek other compensated work in a country on a subject for which the Contractor provided services under this Contract for a period of two years following termination of this Contract.

17. MCC 52.237-71 PERSONAL SERVICES – TOTAL COMPENSATION CEILING (JULY 2012)

The position designated for this contract is **Associate Director (Monitoring & Evaluation)** and the corresponding pay band designated is **MC-301-3B**. Throughout the life of the contract, the personal services contractor (PSC) shall be subject to a total compensation ceiling based upon the base pay rate calculated from the maximum salary range identified for the applicable pay band (dollar value divided by 2,087 hours) within the applicable current fiscal year salary tables published the Millennium Challenge Corporation, plus pay supplements in lieu of fringe benefits identified at award of the contract.

(End of clause)

18. MCC 52.237-72 PERSONAL SERVICES – STRUCTURAL ADJUSTMENT (JULY 2012)

Personal Services Contractors may be eligible for annual structural adjustments to cover inflation/cost of living increases as negotiated and effective on the exercise of any option year. The basis of the structural adjustment shall be subject to all of the following conditions:

- a) *Statutory and Annual OPM Pay Adjustments.* Structural adjustments for PSCs will utilize the annual statutory pay adjustments to federal civilian pay for each fiscal year and OPM implemented annual adjustments as a result of these statutory pay adjustments, including locality pay and other structural pay increases, as a basis in calculating structural adjustment increases. If no statutory pay adjustment occurs and OPM does not issue adjustments due to executive orders or legislation mandating pay freezes or other similar circumstances, then PSC may not receive structural adjustment increases; and
- b) *Performance.* The structural adjustment must be supported by a performance evaluation of the PSC indicating that the PSC has met all contract requirements; and
- c) *Subject to the Availability of Funds.* Structural adjustments are subject to availability of funds.

(End of clause)

19. MCC 52.242-70 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) REGISTRATION (AUG 2011)

The Millennium Challenge Corporation (MCC) utilizes the Contractor Performance Assessment Rating System (CPARS) to evaluate contractor performance (see FAR, Subparts 42.1502 and 42.1503). Contractors doing business with MCC are required to register in CPARS accessible via the Internet at: <http://www.cpars.csd.disa.mil/cparsmain.htm>. An evaluation of contractor performance using the CPARS is mandatory for all contract actions exceeding \$150,000, but may be conducted for contract actions lower than that amount should significant events occur such as a contract termination or extraordinary contract performance by the contractor. Inquiries regarding the registration process should be addressed to the CPARS help desk. The email address is WEBPTSMH@NAVY.MIL and the telephone number is (207) 438-1690.

(End of clause)

(End of Solicitation)